

## COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. \_\_\_\_\_

First Reading February 22, 2010

Case/Project No.: FY11-10

Resolution No. 10-75

Applicant: Matthew Cox, City Engineer

### SUBJECT/TITLE

Council consideration of a resolution accepting the bid of MFT Construction, Inc. in the amount of \$840,210.78 for the Lower Bennett Rehab Phase II. Project #FY11-10.

### BACKGROUND/DISCUSSION

- On February 11, 2010 bids were received in the office of the City Clerk as followed.

	<u>Division I</u> <u>General</u>	<u>Division II</u> <u>Pavement</u>	<u>Division III</u> <u>Storm Sewer</u>	<u>Division IV</u> <u>Sanitary Sewer</u>	<u>Total</u>
MFT Construction, Inc.	\$17,678.84	\$442,269.10	\$224,972.60	\$155,290.24	\$ 840,210.78
Neuvirth Construction, Inc.	\$13,632.00	\$484,469.75	\$244,154.50	\$111,304.37	\$ 853,560.62
Leazenby, Construction, Inc.	\$21,004.84	\$504,426.08	\$255,799.07	\$164,939.35	\$ 946,169.33
Carley Construction, LLC	\$22,070.00	\$528,212.75	\$273,349.30	\$138,099.33	\$ 961,731.38
Midwest Paving, Inc.	\$19,911.00	\$430,590.50	\$350,546.60	\$174,517.75	\$ 975,603.56
R. D. Blue, Construction	\$17,196.46	\$551,462.55	\$266,775.05	\$159,169.50	\$ 994,603.56
L. G. Roloff Construction	\$42,452.80	\$502,235.86	\$274,302.38	\$217,110.42	\$1,036,101.46
LUXA Construction	\$23,149.22	\$609,175.66	\$280,190.62	\$192,029.11	\$1,104,544.61
Engineer's Estimate	\$24,915.00	\$443,734.00	\$246,599.30	\$124,751.25	\$ 839,999.55

- Weaver's 3<sup>rd</sup> Addition and Seldin's 4<sup>th</sup> & 5<sup>th</sup> Additions are the residential areas east of Bennett Avenue from Franklin Ave to McPherson. The streets in the area are 40-50 years old and in poor condition. There is inadequate storm sewer in the area.
- Phase I was completed in 2009 on Arnold Ave from Adrian Ave to Mielke Way.
- The neighborhood infrastructure will be replaced over several years. Phase II will involve Mielke Way, Arnold Avenue and Adrian Avenue. Improvements include new concrete pavement, storm sewer, and sanitary sewer.
- The project is identified as FY11-10 in the CIP and has a budget of \$1,000,000 in G. O. Bonds.
- The project scheduled is:

Set Public Hearing	December 14, 2009
Hold Public Hearing	January 11, 2010
Letting	February 11, 2010
Award	February 22, 2010

### RECOMMENDATION

Approval of this resolution



**RESOLUTION**  
**NO. 10-75**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
MFT CONSTRUCTION, INC. FOR THE  
LOWER BENNETT REHAB PHASE II  
PROJECT #FY11-10**

WHEREAS, the plans, specifications, and form of contract for the Lower Bennett Rehab Phase II are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on January 11, 2010, and the plans, specifications and form of contract were approved; and

WHEREAS, MFT Construction, Inc. has submitted a low bid in the amount of \$840,210.78 for this contract.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the bid of MFT Construction, Inc. in the amount of \$840,210.78 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Lower Bennett Rehab Phase II; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with MFT Construction, Inc. for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED  
AND  
APPROVED

February 22, 2010

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk

## COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. \_\_\_\_\_

First Reading February 22, 2010

Case/Project No.: FY11-07

Resolution No. 10-76

Applicant: Matthew Cox, City Engineer

### SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute an agreement with HDR Engineering, Inc. for engineering services for the Stormwater Relief Wells. Project #FY11-07.

### BACKGROUND/DISCUSSION

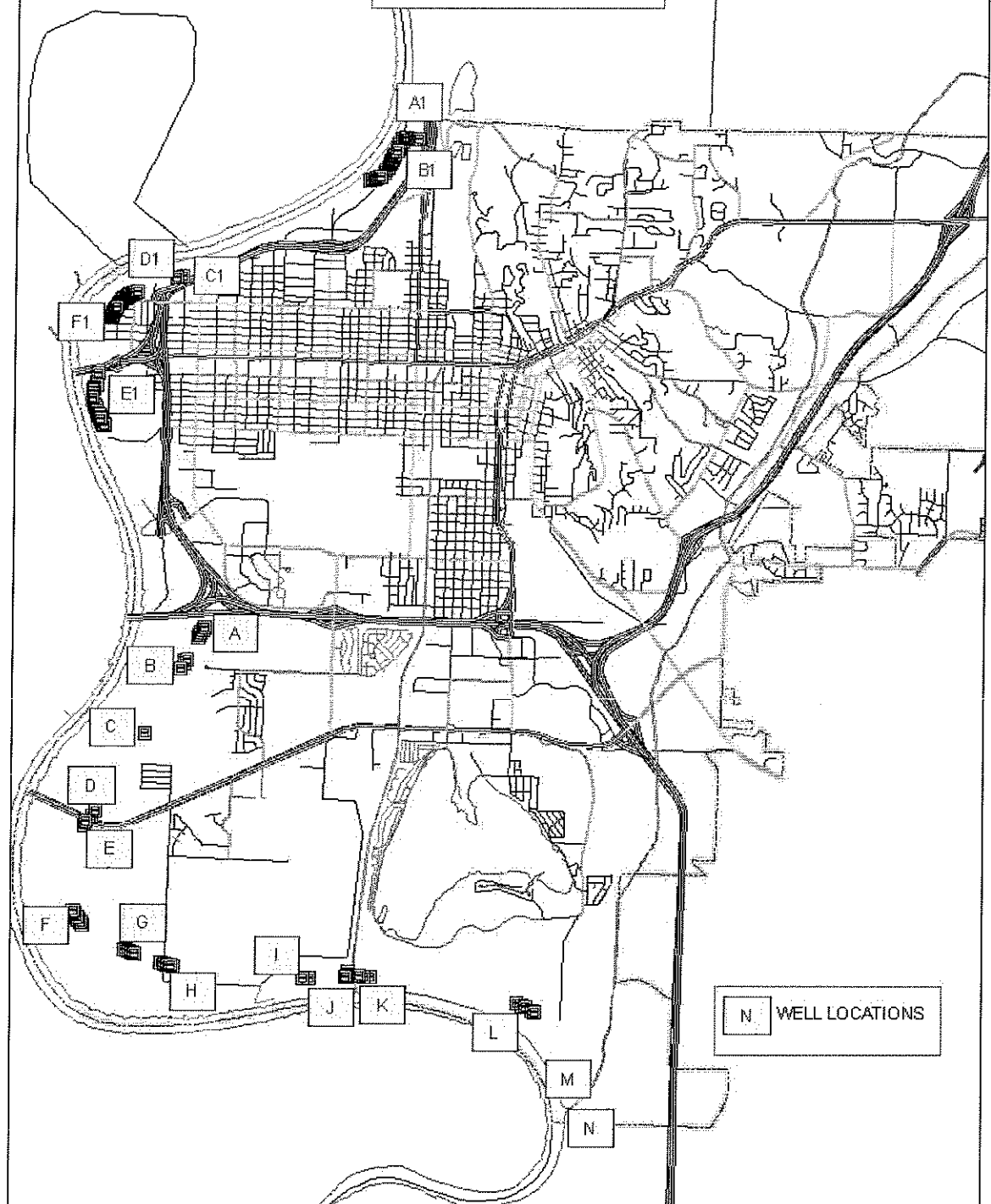
- Missouri River Levee system was completed in the late 1950's.
- Over 170 relief wells were installed with the original levee improvements. The wells are located in various locations all along the dryside of the levee system.
- The relief wells assist with levee stability during high water events, by "relieving" hydraulic ground water pressures between the wet and dry sides of the levee.
- Recent relief well inventory and assessments determined that over 138 (80%) of the total number of relief wells are at or near the end of their service life.
- In 2006, the Corps of Engineers through the River Bend Project replaced 22 of the original 170 relief wells. In groupings D1 & F1. (See attached map).
- In 2009, city project #FY10-04 replaced an additional 19 wells in grouping B1. (See attached map). The engineering services for this project were provided by HDR.
- The City's relief well replacement efforts continue with this project. It is anticipated that 20-25 wells will be replaced under this project, in groupings A1 & C1. (See attached map).
- As funds become available, more relief wells will be replaced annually.
- This project is identified as FY11-07 in the CIP and is funded with \$500,000 in Sales Tax Funds.
- The project schedule is as follows:
  - Agreement date: February 22, 2010
  - Set Public Hearing: May 10, 2010
  - Hold Public Hearing: May 24, 2010
  - Bid Letting: June 15, 2010
  - Award: June 28, 2010
  - Construction Start: July 12, 2010
  - Construction Completion: October 29, 2010

### RECOMMENDATION

Approval of this resolution.

Approved by: Greg Reeder, Public Works Director

FY11-07  
LEVEE RELIEF WELLS



N WELL LOCATIONS



ONE COMPANY | *Many Solutions*

Rate Schedule

Missouri River Levee Relief Wells

City of Council Bluffs Project No. FY11-07

HDR Project No. 106685

Submitted 2/12/2010

Valid through 12/25/2010

Billing Classification	Billing Rate
Project Manager	\$160-190
Quality Control	\$180-270
Sr. Engineer	\$180-240
Project Engineer	\$100-180
Sr. Geo Eng	\$170-200
Geo Engineer	\$85-130
Civil Engineer	\$125-150
Water Resources Eng	\$110-175
Economist	\$110-175
Field Rep	\$95-145
CADD Tech	\$75-125
Project Administrator	\$70-130
Clerical/Administration	\$40-75

HDR Engineering, Inc.

8404 Indian Hills Drive  
Omaha, NE 68114-4098

Phone: (402) 399-1000  
Fax: (402) 399-1238  
[www.hdrinc.com](http://www.hdrinc.com)

## **MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES**

### **MISSOURI RIVER LEVEE RELIEF WELLS PROJECT NO. FY11-07**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of February, 2010, between City of Council Bluffs, Iowa, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

#### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

### SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Council Bluffs, Iowa

"OWNER"

BY: \_\_\_\_\_

NAME: Greg Reeder, P.E.

TITLE: Public Works Director

ADDRESS: 209 Pearl Street  
Council Bluffs, IA 51503

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

NAME: Ron Sova, P.E.

TITLE: Vice President

ADDRESS: 8404 Indian Hills Drive  
Omaha, NE 68114



**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between \_\_\_\_\_,  
("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated \_\_\_\_\_,  
20\_\_\_\_, ("the Agreement"). Engineer shall perform services on the project described  
below as provided herein and in the Agreement. This Task Order shall not be binding  
until it has been properly signed by both parties. Upon execution, this Task Order shall  
supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

- PART 1.0    PROJECT DESCRIPTION:
- PART 2.0    SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE  
PROJECT:
- PART 3.0    OWNER'S RESPONSIBILITIES:
- PART 4.0    PERIODS OF SERVICE:
- PART 5.0    PAYMENTS TO ENGINEER:
- PART 6.0    OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by

law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**RESOLUTION**  
**NO 10-76**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
HDR ENGINEERING, INC. FOR ENGINEERING SERVICES  
IN CONNECTION WITH THE  
STORMWATER RELIEF WELLS  
FY11-07**

WHEREAS,           the city wishes to make improvements known as the  
Stormwater Relief Wells, within the city, as therein  
described; and

WHEREAS,           HDR Engineering, Inc. has submitted an agreement  
to provide engineering services for the work necessary for  
said improvements; and

WHEREAS,           the city council deems approval of said agreement to be  
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with  
HDR Engineering, Inc. for engineering services relative to the Stormwater Relief Wells.

ADOPTED  
AND  
APPROVED

February 22, 2010

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk

**CITY OF COUNCIL BLUFFS  
INTER-OFFICE MEMO**

**DATE:** February 10, 2010  
**TO:** Honorable Thomas P. Hanafan, Mayor  
**FROM:** Linda Andersen, Assistant Finance Director  
**RE:** January 31, 2010 List of Bills

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The listing of disbursements to Vendors, net payroll and expenditure transfers shows the following information for the month of January 31, 2010:

Disbursements to Vendor	\$ 4,856,244.88
Net Payroll	1,902,122.08
Expenditure Transfers	1,107,893.72
Void Checks –Prior Period	<u>(176.24)</u>
	\$ 7,866,084.44

The payroll figure above is net payroll. The payroll deduction checks are included on the list and in the vendor disbursements total.

All detail relative to the above is on file in the Finance Office.

This is routine information to be received and filed by the City Council.

<u>CITY OF COUNCIL BLUFFS</u>			BERNAN	BOOK/PRDCL	41.00
<u>PAYMENTS TO VENDORS - JANUARY 2010</u>			BIBLIOGRAPHICAL CNTR	SUBSCRPTN	3,222.45
A & L HYDRAULICS INC	EQUIP/PARTS	2,253.65	BILL'S WATER COND	SUPPLIES	28.00
ABSTRACT GUARANTY CO	PRF SRVS	100.00	BISHOP BUSINESS	SUPPLIES	300.00
ADPI MEDIBANC	CONTRACT	4,838.24	BLACK HILLS IOWA GAS	GAS	33,993.79
ADT SECURITY SERVICE	CONTRACT	128.00	BLUE R D CONSTR	CONSTRUCT	38,008.91
AETNA U S HEALTHCARE	REFUND	120.00	BLUFFS ELECTRIC	REPAIRS	4,507.25
AFRICAN CULTURE	CONTRACT	1,500.00	BOBER KAREN	REIMBURSE	50.00
AFSCME IOWA COUNCIL	EMPE CNTRB	2,400.00	BOMGAARS	SUPPLIES	269.96
AHLERS & COONEY PC	PRF SRVS	459.95	BOUND TO STAY BOUND	SUPPLIES	9,570.10
ALAMAR UNIFORMS	UNIFORMS	1,676.44	BOUND TREE	MEDICAL	5,884.01
ALEGENT HEALTH	MEDICAL	5,471.94	BOYD ANN	REFUND	20.00
ALL MAKES OFFICE	SUPPLIES	265.00	BOYS & GIRLS CLUBS	RENTAL EXP	2,250.00
ALLIED ELECTRONICS	SUPPLIES	518.50	BRILLIANCE AUDIO INC	SUPPLIES	619.04
ALLIED INSURANCE	INSURANCE	495.00	BROWN KRISTAL	REFUND	23.50
ALVAREZ MIGUEL	REFUND	50.00	BRUGENHEMKE ANN	CONTRACT	100.00
AMERICAN AMBULANCE	CONTRACT	11,814.47	BRUNKO ANNE MARIE	REFUND	714.22
AMERICAN CLASSIFIEDS	ADVERTISMT	275.00	BRYAN ROCK PRODUCTS	SUPPLIES	3,893.23
AMERICAN CRANE	CONTRACT	1,250.00	BUCKYS EXPRESS	CONTRACT	252.00
AMERICAN MESSAGING	TELEPHONE	10.25	BURNS LAW FIRM	PRF SRVS	12,479.65
AMERICAN POLYGRAPH	FEES	300.00	BUSINESS & LEGAL	SUBSCRPTN	795.00
AMERICAN RED CROSS	TRAINING	30.00	C & J INDUSTRIAL	CONTRACT	1,464.38
ANDERSEN CONST	CONSTRUCT	106,364.57	CAMP DRESSER & MCKEE	PRF SRVS	1,505.60
ANDERSEN JERRY	REFUND	20.00	CARLSON RANDALL D	TRAVEL	20.90
ANDERSON KATIE	REFUND	50.00	CAROLINA SOFTWARE	HRD/SOFTWR	300.00
ANDERSON ZACH	REFUND	50.00	CARPENTER JOHN	REFUND	50.00
ANIMAL CLINIC	REFUND	50.00	CARPENTER WILLIAM	TRAVEL	53.90
APWA	DUES/MBRSH	1,160.00	CASTRO EDNA	CONTRACT	140.00
AQUA-CHEM INC	SUPPLIES	311.50	CDWG	SUPPLIES	762.00
ARAMARK SPORTS	TRAINING	154.97	CENTER POINT LARGE	SUPPLIES	2,086.48
ARAMSCO	EQUIP/PARTS	675.00	CERTIFIED TRANS	REPAIRS	1,452.00
ARBOGAST AVALON	REFUND	50.00	CFI TIRE SERVICE	SUPPLIES	4,588.00
ARROW TOWING	CONTRACT	9,515.00	CHRISTENSEN DANIEL E	REIMBURSE	111.98
AUTO OWNERS INS	INSURANCE	692.00	CHRISTIAN PHOTO	EQUIP/PARTS	5,320.95
AVAYA INC	TELEPHONE	1,266.87	CIVIC SYSTEMS	HRD/SOFTWR	6,440.00
BADGER BODY & TRUCK	SUPPLIES	411.00	CLAREY'S SAFETY	SUPPLIES	162.88
BAHR VERMEER HAECKER	CONSULTANT	43,209.66	CLAY'S PUMP	EQUIP/PARTS	483.93
BAKER & TAYLOR	SUPPLIES	7,363.95	CLEAR TITLE & ABSTRA	PRF SRVS	75.00
BANK OF NEW YORK MEL	LOAN PYMT	950.27	CLERK OF DISTR COURT	EMPE CNTRB	1,861.54
BARCO MUNICIPAL	SUPPLIES	4,180.00	CMET	REPAIRS	1,530.50
BARKER LEMAR & ASSOC	PRF SRVS	900.00	CO BLFS COUNTRY CLUB	CONTRACT	2,500.00
BARNES DISTRIBUTION	SUPPLIES	661.27	COLE-PARMER	EQUIP/PARTS	312.81
BEAUDRY TODD	REFUND	20.00	COLLECTION SERVICES	EMPE CNTRB	6,239.17
BENNINGTON EQUIP	SUPPLIES	892.42	COMM WORKERS OF AM	EMPE CNTRB	1,171.52
BERENS-TATE CONSULT	CONSULTANT	4,000.00	CONTINENTAL FIRE	CONTRACT	937.44

CONTROL SERVICES INC	REPAIRS	853.45	FATOVICH ANN	PROPERTY	60,940.11
COOKE J P COMPANY	SUPPLIES	38.00	FEDERAL RESERVE BANK	BANK SERV	550.00
COPYCAT INSTANT PRNT	PRINT/BIND	735.00	FEDEX	FRT/POSTGE	118.58
CORNHUSKER TRUCKS	EQUIP/PARTS	2,516.76	FELD EQUIPMENT CO	EQUIP/PARTS	622.00
COUNCIL BLUFFS AIRPR	AIRAUTH TX	10,386.53	FERRELLGAS	PROPANE	818.63
COUNCIL BLUFFS CHMBR	CONTRACT	750.00	FIRST NATIONAL BANK	SUPPLIES	45,167.13
COUNCIL BLUFFS LIBR	REIMBURSE	27.63	FISHER PATTERSON	PRF SRVS	9,678.00
COUNCIL BLUFFS ONLINE	CONTRACT	720.00	FOSTER & FREEMAN	EQUIP/PARTS	19,030.55
COUNCIL BLUFFS VET	REFUND	350.00	FOX ENGINEERING	ENGINEERING	43,069.00
COUNCIL BLUFFS WATER	WATER	2,340.89	FRANGIAMORE DAVID	PRF SRVS	17,766.52
COUNCIL BLUFFS WINNL	SUPPLIES	3,199.44	FRENCH TANYA	TRAVEL	53.35
COX COMMUNICATIONS	INTERNET	5,163.32	GALE	SUBSCRPTN	1,247.63
COX MATTHEW	TRAVEL	517.62	GARRISON RYAN P	REIMBURSE	1,639.00
CRAFTSMAN WINDOW COV	SUPPLIES	1,783.50	GARST SHERYL	PRF SRVS	202.50
CREDIT CARD CHARGES	SUPPLIES	881.37	GAYLORD BROTHERS INC	SUPPLIES	1,564.20
CRICKET COMMUNIC	CONTRACT	55.00	GE CAPITAL	LEASE	24,374.20
CROSBY RENEE	CONTRACT	300.00	GENIE PEST CONTROL	CONTRACT	440.00
CUMMINS CENTRAL	EQUIP/PARTS	5,613.53	GENUS	PRF SRVS	8,167.46
CUSTOM AUTO REBUILD	REPAIRS	10,867.22	GILLETTE DENNIS	REFUND	100.00
D & D CONSTRUCTION	CONSTRUCT	14,460.00	GLASS DOCTOR	REPAIRS	394.72
DAILY NONPAREIL	ADVERTISMT	1,453.59	GLENWOOD FEED	SUPPLIES	389.55
DANIELSON/TECH SPLY	SUPPLIES	197.98	GODBOUT MICHAEL S	REIMBURSE	423.00
DAVE FOOTE HAULING	CONTRACT	9,486.25	GONZALES KRISTIN	REFUND	50.00
DEA DENNIS	REIMBURSE	44.79	GOOD JULIE	REIMBURSE	243.20
DENNIS SUPPLY	SUPPLIES	313.14	GOODWATER LORETTA	TRAVEL	33.00
DENTON JANE	REFUND	50.00	GRAINGER	EQUIP/PARTS	1,227.12
DEX MEDIA EAST	ADVERTISMT	30.10	GRESSCO LTD	SUPPLIES	2,241.76
DIAMOND VOGEL PAINT	SUPPLIES	384.60	H & H CHEV COLLISON	LEGAL CLAI	721.50
DICK DEAN SERVICE	REPAIRS	39.50	HALDA CHERI	REFUND	200.00
DIERCKS EUGENIA	REFUND	50.00	HANSEN ELIZABETH	REFUND	50.00
DIESEL POWER	EQUIP/PARTS	391.91	HANSEN KEVIN	REFUND	50.00
DODGE PARK PRO SHOP	REFUND	5,747.96	HANUSA COMPANY	SUPPLIES	472.20
DON'S UNIFORM	UNIFORMS	830.05	HAPPEL ANDREA	REFUND	50.00
DOUGLAS JIM/SHERRY	REFUND	50.00	HARMON MICHAEL	CONTRACT	1,722.50
DRAKE-WILLIAMS STEEL	SUPPLIES	200.00	HARTMANN ANNA	TRAVEL	2.75
DURHAM LYNN	REFUND	70.00	HDR ENGINEERING	PRF SRVS	16,722.38
EAGLE ENGRAVING	SUPPLIES	22.70	HEARTLAND FAMILY SER	CONSULTANT	95,484.86
ECHO ELECTRIC	SUPPLIES	502.26	HEARTLAND TIRES	SUPPLIES	722.50
EFTPS	EMP TAXES	448,054.82	HERITAGE MICROFILM	SUPPLIES	505.72
EMPLOYEE BENEFIT SYS	INSURANCE	555,695.86	HGM ASSOCIATES INC	PRF SRVS	77,519.85
ERIKSEN CONSTRUCTION	CONSTRUCT	52,677.50	H-I-LINE ELECTRICAL	SUPPLIES	137.67
ERTZNER AL	REFUND	50.00	HILLIGOSS BRIAN	REFUND	20.00
FACTORY MOTOR PARTS	SUPPLIES	2,032.00	HODEN DON	REFUND	50.00
FAMILY HOUSING ADV	REIMBURSE	1,705.98	HOFMOCKEL SHANNON	REFUND	20.00
FARM SERVICE COMPANY	FUEL	4,993.62	HONEY CREEK RESOURCE	CONSULTANT	9,775.00
FASTENAL CORPORATION	SUPPLIES	46.04	HOPKINS HUEBNER PC	CLAIMS-LAW	18,160.99



HOWARD R GREEN CO	CONSULTANT	2,994.37	KEY REAL ESTATE	PRF SRVS	11,952.75
HPSO	INSURANCE	672.00	KIBAT WILLIAM	REFUND	20.00
HUMANITIES IOWA	PRF SRVS	50.00	KNOSP KENNETH	LEGAL CLAI	650.00
HUSKER CHEM SALES	SUPPLIES	9,090.48	KONICA MINOLTA	LEASE	121.53
HYDRO-KLEAN EQUIP	CONTRACT	1,400.00	KRAMER BEVERLY	REFUND	50.00
IBM CORPORATION	CONTRACT	229.89	LAACK JACOB	REFUND	20.00
INDIAN SPRINGS MFG	EQUIP/PARTS	5,781.24	LAKESIDE COUNTRY STR	SUPPLIES	491.64
INDOFF INCORPORATED	SUPPLIES	532.48	LARSEN SUPPLY CO	SUPPLIES	1,262.36
INDUSTRIAL ELECTRIC	REPAIRS	250.31	LAUGHLIN KATHLEEN	EMPE CNTRB	412.00
INSIGHT PUBLIC SECTO	HRD/SOFTWR	952.16	LAVIN AGENCY	CONTRACT	5,725.00
INTEGRATED BUSINESS	HRD/SOFTWR	2,403.00	LAWSON PRODUCTS	SUPPLIES	535.89
INTEGRATED SOLUTIONS	PRF SRVS	1,394.00	LEAZENBY CONSTR	CONSTRUCT	242,782.90
INTERFLEET INC	GPS SRV	2,943.00	LEIGH ENVIRONMENTAL	REPAIRS	2,834.25
INTERNAL MEDICINE	MEDICAL	650.00	LEO A DALY CO	PRF SRVS	830.19
INTERNAL REVENUE SRV	EMPE CNTRB	695.08	LEXISNEXIS	SUBSCRPTN	497.00
INTERNATIONAL PAPER	CONTRACT	372.00	LIBERTY BANK	BANK SERV	83,370.42
IOWA ALCOHOLIC BEV	FEES	360.00	LINWELD	SUPPLIES	528.06
IOWA CONCRETE	DUES/MBRSH	140.00	LOFTIS HELEN	REFUND	4.40
IOWA DEPT NAT RESRC	CONTRACT	130.00	LOGAN CONTRACTORS	SUPPLIES	1,807.95
IOWA DEPT OF REVENUE	EMPE CNTRB	200.00	M & R WELDING	REPAIRS	12.00
IOWA DIVISION I A I	DUES/MBRSH	25.00	M F T CONSTRUCTION	CONSTRUCT	71,183.88
IOWA FIRE MARSHALS	FEES	25.00	MACE TIM	CONTRACT	1,722.50
IOWA GOLF ASSOC	DUES/MBRSH	180.00	MANAWA RUGS	CONTRACT	89.20
IOWA HEART CENTER	MEDICAL	32.00	MANHART LYNN	TRAVEL	71.00
IOWA LAW ENFORCEMENT	TRAINING	90.00	MARCUS SHOES	UNIFORMS	856.00
IOWA MUNICIPAL FINC	DUES/MBRSH	90.00	MASTER MECHANICAL	REPAIRS	268.00
IOWA ONE CALL	CONTRACT	319.10	MAX I WALKER UNIFORM	UNIFORMS	2,721.36
IOWA SEX CRIMES INVS	TRAINING	300.00	MCCULLOUGH'S TREE	CONTRACT	1,500.00
IOWA STATE UNIVERSTY	TRAINING	160.00	MCDERMOTT MYRNA J	TRAVEL	4.40
IOWA WASTE SYSTEMS	CONTRACT	33,776.97	MCINTOSH CARRIE	REFUND	50.00
IOWA WORKFORCE	UNEMPLYMNT	23,774.33	MCKINNIS ROOFING	REPAIRS	1,736.50
IPERS	RETIREMENT	297,189.38	MCMULLEN FORD	EQUIP/PARTS	119,486.65
IRON MOUNTAIN	CONTRACT	44.29	MCWILLIAMS ANDREA	REFUND	50.00
JEFF'S RIVERSIDE	CONTRACT	72.00	MEAIKE TARRON	CLAIMS-LAW	320.00
JEMS	SUBSCRPTN	68.00	MELOCCARO SHERRI	REFUND	50.00
JENKINS CLEO	REFUND	30.00	MENARDS	SUPPLIES	85.45
JENNIE EDMUNDSON	MEDICAL	161.59	METRO AREA TRANSIT	CONTRACT	52,712.00
JENSEN TIRE COMPANY	SUPPLIES	1,109.70	MICHAEL TODD AND CO	EQUIP/PARTS	25,691.68
JEO CONSULTING	CONSULTANT	24,025.75	MID AMERICAN SIGNAL	EQUIP/PARTS	324.00
JOHNSON LORRAINE	REFUND	50.00	MID-AMERICA CENTER	RENTAL EXP	100,000.00
JONES AUTOMOTIVE	EQUIP/PARTS	716.00	MID-AMERICA CLEANING	EQUIP/PARTS	111.92
JUDDS BROTHERS CONS	CONSTRUCT	98,332.65	MID-CONTINENT ASSOC	DUES/MBRSH	20.00
JUSTRITE JANITORIAL	CONTRACT	7,253.00	MIDAMERICAN ENERGY	ELECTRICTY	101,402.41
KATHOL ANDREA	TRAVEL	115.00	MIDLAND SCIENTIFIC	SUPPLIES	542.46
KEITHLEY KAREN	REFUND	192.00	MIDWEST RIGHT OF WAY	PRF SRVS	845.00
KELLY SUPPLY COMPANY	EQUIP/PARTS	960.28	MIDWEST TURF	EQUIP/PARTS	719.83

MIKTOM INC	REPAIRS	332.80	POSTMASTER	FRT/POSTGE	185.00
MILLS COUNTY SHERIFF	REIMBURSE	5,484.94	POTTICO AUDITOR	CONTRACT	4,529.67
MORIARTY CLAUDETTE	REFUND	20.00	POTTICO CLERK OF COUR	COURT COST	1,809.00
MOTION INDUSTRIES	SUPPLIES	117.44	POTTICO RECORDER	FEES	609.00
MR ED'S FLAG POLE	SUPPLIES	256.00	POTTICO TREASURER	FEES	2,129.73
MSI SYSTEMS	HRD/SOFTWR	2,203.86	PRAIRIE CONSTRUCTION	CONSTRUCT	44,740.42
MUNICIPAL HOUSING	INSURANCE	1,481.54	PRECISION INDUSTRIES	EQUIP/PARTS	58.48
MUNIS	HRD/SOFTWR	259.58	PROFESSIONAL FORMS	SUPPLIES	689.55
MURPHY MICHAEL	CONTRACT	39.58	PROGRESSIVE BUSINESS	REPAIRS	85.00
MUZZY ICE SERVICE	CONTRACT	95.00	PRUETT ESTHER	REFUND	70.00
NAPA AUTO PARTS	SUPPLIES	6,420.25	PRUITT INCORPORATED	REPAIRS	274.00
NATIONAL ARBOR DAY	DUES/MBRSH	15.00	PSC ENVIRONMENTAL	CONTRACT	530.00
NATIONAL ENVIRONMENT	DUES/MBRSH	95.00	QWEST	TELEPHONE	11,951.63
NATIONAL FIRE PROTEC	BOOK/PRDCL	884.20	R L CRAFT COMPANY	REPAIRS	40,653.00
NEBRASKA MACHINERY	EQUIP/PARTS	2,415.59	R&P UPHOLSTERY	REPAIRS	295.00
NEBRASKA SALT/GRAIN	SUPPLIES	25,030.41	RANDOM HOUSE INC	SUPPLIES	310.00
NELSON MICHAEL G	REFUND	521.20	RDG GEOSCIENCE	PRF SRVS	900.00
NEW WORLD SYSTEMS	HRD/SOFTWR	9,630.00	READY MIXED CONCRETE	SUPPLIES	524.70
NEXTEL PARTNERS	CELL PHONE	428.20	READY ROOTER	REPAIRS	1,526.00
NIELSON COMM	EQUIP/PARTS	149,308.96	RECORDED BOOKS INC	SUPPLIES	272.45
NOVA HEALTH EQUIP	EQUIP/PARTS	325.00	RED RIVER SERVICE	CONTRACT	150,748.78
O'DONALD CAROL	REFUND	20.00	RITE-STYLE OPTICAL	SAFETY EQU	63.25
O'KEEFE ELEVATOR	CONTRACT	637.00	ROTO ROOTER	REPAIRS	286.00
O'REILLY AUTO PARTS	SUPPLIES	1,214.89	RUTLEDGE AND ASSOC	CONTRACT	292.50
OCE' FINANCIAL SERV	CONTRACT	195.00	SAPP BROS PETROLEUM	FUEL	78,013.16
OCE' IMAGISTICS INC	LEASE	1,666.74	SARTEN DELORIS	REFUND	50.00
OFFICE DEPOT SERVICE	SUPPLIES	83.38	SCHEMMER ASSOCIATES	CONSULTANT	35,473.37
OLD HWY 6 TRACTOR	EQUIP/PARTS	555.93	SCOTT VAN KEPPEL LLC	EQUIP/PARTS	8,216.53
OMAHA DOOR & WINDOW	REPAIRS	749.95	SEARLE PETROLEUM	SUPPLIES	227.88
OMAHA TRACTOR	EQUIP/PARTS	561.69	SEDLACEK SHARON	REFUND	50.00
PAGETT JESSI	REFUND	50.00	SHEEHAN RICHARD	REFUND	50.00
PALTEC TRUCK EQUIP	EQUIP/PARTS	1,533.40	SHIRT FACTORY	UNIFORMS	4,600.00
PANGELINA ALDON P	TRAVEL	201.85	SHOWCASES	SUPPLIES	1,103.76
PARKS ELIZABETH	REFUND	40.00	SILVERSTONE RISK SRV	INSURANCE	580,769.87
PARSONS LIZ	REFUND	50.00	SIMPLEX GRINNELL	PRF SRVS	481.50
PAUL LUCHT & SONS	REPAIRS	602.94	SKOKAN CHARLES	RENTAL EXP	70.95
PEDERSEN KRISTINE	REFUND	24.00	SMITH DAVIS & ABEL	INSURANCE	1,222.10
PEOPLES NATL BANK	REIMBURSE	22.82	SNYDER & ASSOCIATES	PRF SRVS	62,880.15
PETERBILT	EQUIP/PARTS	257.33	SOUTHWEST IOWA LAW	DUES/MBRSH	380.00
PETERSEN KEITH	REFUND	50.00	SOUTHWEST IOWA PLAN	CONTRACT	455.00
PETERSON BARBARA	TRAVEL	315.35	ST LUKE'S MED CNTR	MEDICAL	36.00
PITNEY BOWES	EQUIP/PARTS	2,804.98	STACYVILLE PUB LIBRA	REIMBURSE	24.00
PLC LAWN LANDSCAPING	CONTRACT	725.00	STANDARD INSURANCE	INSURANCE	6,003.63
POLYDYNE INC	SUPPLIES	17,490.00	STAPLES	SUPPLIES	2,130.12
POOLMART INC	SUPPLIES	230.70	STATE CHEMICAL	SUPPLIES	173.53
POPPINO AUBREE R	REFUND	11.00	STOLZ RACHEL	TRAVEL	48.95

STRATUM CONSULTING	CONTRACT	4,480.00	WUNDERLICH JAMES	REFUND	20.00
STREMPKE DAN	REFUND	50.00	DISBURSEMENTS TO VENDORS		4,856,244.88
STULTZ EARL	REFUND	20.00	NET PAYROLL		1,902,122.08
SUBSURFACE SOLUTION	EQUIP/PARTS	3,435.36	TRANSFERS		1,107,893.72
SUNSHINE VETERINARY	MEDICAL	476.90	VOID CKS-PR PERIOD		(176.24)
SUPERCIRCUITS INC	EQUIP/PARTS	3,481.43	TOTAL		7,866,084.44
TALLGRASS HISTORIANS	CONSULTANT	1,715.00			
TAYLOR EXCAVATING	CONTRACT	60,667.00			
TECHNOLOGY SOLUTIONS	TELEPHONE	300.00			
TED'S MOWER SALES	EQUIP/PARTS	37.76			
TELEVENT DTN INC	SUBSCRPTN	4,860.00			
THEATRICAL MEDIA	CONTRACT	7,800.00			
THERMO KING	SUPPLIES	432.71			
THIELE GEOTECH INC	PRF SRVS	1,575.00			
TRANE	REPAIRS	2,276.00			
TREAS STATE OF IOWA	SALES TAX	2,543.00			
TREAT AMERICA FOOD	CONTRACT	1,982.50			
TYSON JULIA	REFUND	50.00			
U S ASPHALT	SUPPLIES	2,075.05			
ULINE INC	SUPPLIES	123.69			
ULTRAMAX AMMUNITION	SUPPLIES	4,103.00			
ULVERSCROFT LARGE PR	SUPPLIES	35.98			
UNITED CREDIT UNION	EMPE CNTRB	53,155.00			
UNITED HEALTHCARE	REFUND	802.77			
UNITED STATES GOLF	DUES/MBRSH	110.00			
UNITED STATES POST	FRT/POSTGE	4,454.00			
UNITED WAY MIDLANDS	EMPE CNTRB	588.00			
UNIVERSITY OF IOWA	PRF SRVS	30.00			
UNIVERSITY OF NEBR	TRAINING	50.00			
UPS STORE	FRT/POSTGE	8.37			
UPTOWN STAFFING	CONTRACT	20,828.28			
UTILITY EQUIPMENT	EQUIP/PARTS	8,753.92			
VALMONT INDUSTRIES	EQUIP/PARTS	25,258.60			
VALUE LINE PUBL	SUBSCRPTN	3,400.00			
VERIZON WIRELESS	CELL PHONE	2,979.89			
VOICE & DATA SYSTEMS	TELEPHONE	9,071.00			
WASTE CONNECTIONS	CONTRACT	1,335.76			
WASTE MANAGEMENT	CONTRACT	883.32			
WATER ENGINEERING	CONTRACT	236.25			
WELLMAN KJIRSTEN	REFUND	12.00			
WHITE DAN	REFUND	70.00			
WICKERSHAM KRISTA	REFUND	50.00			
WILSON ROGER	REFUND	50.00			
WILTFONG DIANA	REFUND	3.00			
WINNEBAGO TRANSPORT	INTERNET	181.80			
WOELLHOF DAN	TRAVEL	18.70			

CITY OF COUNCIL BLUFFS  
FUND BALANCES  
WITH COMPARISON TO PRIOR YEAR  
JANUARY 31, 201

	FUND BALANCE JULY 1, 2009	YEAR-TO-DATE REVENUES	YEAR-TO DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE JAN 31, 2009
<u>GENERAL FUND ( A )</u>					
001 GENERAL FUND	3,070,673.10	20,678,499.36	22,999,373.15	749,799.31	1,857,238.44
002 GENERAL-GAMING	926,960.69	2,176,104.48	547,795.77	2,555,269.40	960,608.00
003 GENERAL-HOTEL/MOTEL TAX	428,500.75	1,288,354.10	808,357.00	908,497.85	402,643.72
004 GENERAL-TORT & LIABILITY	2,307,452.11	974,299.95	917,259.57	2,364,492.49	1,674,885.80
TOTAL-GENERAL FUNDS	6,733,586.65	25,117,257.89	25,272,785.49	6,578,059.05	4,895,375.96
<u>EMERGENCY LEVY FUND ( B )</u>					
119 EMERGENCY LEVY	-	311,998.65	311,998.65	-	-
TOTAL-EMERGENCY LEVY FUND	-	311,998.65	311,998.65	-	-
<u>ROAD USE TAX ( C )</u>					
110 ROAD USE TAX	2,635,262.71	3,639,559.71	3,510,405.49	2,764,416.93	2,498,881.02
TOTAL-ROAD USE TAX FUND	2,635,262.71	3,639,559.71	3,510,405.49	2,764,416.93	2,498,881.02
<u>EMPLOYEE BENEFIT FUNDS ( D )</u>					
112 FICA & IPERS TAX LEVY	377,932.02	746,213.72	873,586.78	250,558.96	292,698.30
113 CITY INSURANCE - TAX LEVY	777,486.93	2,548,606.88	2,749,873.40	576,220.41	689,220.18
114 UNEMPLOYMENT - TAX LEVY	30,755.77	11,480.15	14,998.97	27,236.95	22,585.38
115 WORK COMP - TAX LEVY	63,316.25	505,129.30	314,832.90	253,612.65	(1,004.63)
116 FIRE PENSION - TAX LEVY	(1,587.95)	5,277.95	7,677.25	(3,987.25)	(702.57)
117 FIRE/POLICE -410 BENEFITS	1,283,541.39	1,579,895.73	1,334,363.11	1,529,074.01	981,413.70
118 RETIREE -411 BENEFITS	116,572.12	70,971.37	104,595.03	82,948.46	(221,956.33)
TOTAL-EMPLOYEE BENEFIT FUNDS	2,648,016.53	5,467,575.10	5,399,927.44	2,715,664.19	1,762,254.03
<u>TAX INCREMENT FINANCING ( F )</u>					
126 MADISON LINDBERG TIF	1,494.66	16,903.88	4,318.74	14,079.80	1,820.00
127 MACC 01-1 TIF	1,187,342.87	942,319.97	792,956.24	1,336,706.60	1,724,504.46
128 S 24TH S OM RD UR	96,028.36	36,220.70	112,977.56	19,271.50	41,254.80
129 MANAWA BSNS PRK TIF	-	-	-	-	174,663.99
130 BENNETT AVE TIF	3,498.95	19,034.56	22,191.82	341.69	3,498.95
131 W BROADWAY TIF	42,744.78	105,040.02	39,453.00	108,331.80	55,865.78
132 DOWNTOWN TIF	138,304.99	54,141.92	38,317.21	154,129.70	149,105.72
133 E BROADWAY TIF	-	1,492.94	-	1,492.94	-
134 FEATHERSTONE TIF	-	30,811.45	30,811.45	-	-
135 METRO CROSSING TIF	-	203,123.72	109,193.50	93,930.22	-
136 PLAYLAND PARK TIF	-	135,236.17	80,101.50	55,134.67	4,917.25
137 OLD AIRPORT UR	-	48,461.38	48,461.38	-	-
138 MARKET PLACE UR	-	116,373.35	69,408.44	46,964.91	-
137 HAWKEYE HEIGHTS UR	-	46,885.91	46,442.00	443.91	-
137 SOUTH MAIN UR	-	14,851.01	8,922.50	5,928.51	-
TOTAL-TIF FUNDS	1,469,414.61	1,770,896.98	1,403,555.34	1,836,756.25	2,155,630.95
<u>CITY- LOCAL OPTION SALES TX ( G )</u>					
121 CITY SALES TAX	9,683,687.01	4,022,395.43	5,153,634.15	8,552,448.29	7,988,947.96
TOTAL-LOCAL OPTION SALES TAX	9,683,687.01	4,022,395.43	5,153,634.15	8,552,448.29	7,988,947.96

CITY OF COUNCIL BLUFFS  
FUND BALANCES  
WITH COMPARISON TO PRIOR YEAR  
JANUARY 31, 2010

	FUND BALANCE JULY 1, 2009	YEAR-TO-DATE REVENUES	YEAR-TO-DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE JAN 31, 2009
<b><u>COMMUNITY DEVELOPMENT ( H )</u></b>					
145 CD-BLOCK GRANT	(229,941.23)	776,400.83	642,905.67	(96,446.07)	(53,095.00)
146 CD-HOME PROGRAM	156,600.00	33,000.00	159,400.00	30,200.00	210,600.00
147 CD-INSTALL LOAN ESCROW	21,837.73	19,008.00	20,743.00	20,102.73	22,422.81
148 CD-NON CAPITAL PROJECTS	88,282.65	97,392.12	57,317.79	128,356.98	83,296.67
<b>TOTAL-COMMUNITY DEVELOPMENT</b>	<b>36,779.15</b>	<b>925,800.95</b>	<b>880,366.46</b>	<b>82,213.64</b>	<b>263,224.48</b>
<b><u>SPECIAL DISTRICT FUNDS ( J )</u></b>					
162 LAKE MANAWA SSMID	68,015.13	52,048.21	39,575.40	80,487.94	58,754.56
163 MOSQUITO #22 DRAIN DIST	79,153.65	43,582.00	21,316.75	101,418.90	79,555.32
164 SIECK #32 DRAIN DIST	109,797.56	34,756.00	15,060.75	129,492.81	111,394.23
165 WEST LEWIS DRAIN DIST	266,683.42	41,047.00	6,497.84	301,232.58	265,809.40
<b>TOTAL-SPECIAL DISTRICTS</b>	<b>523,649.76</b>	<b>171,433.21</b>	<b>82,450.74</b>	<b>612,632.23</b>	<b>515,513.51</b>
<b><u>SPECIAL REVENUE FUNDS ( K )</u></b>					
167 MISC PROJECTS	1,763,722.52	1,299,726.08	1,321,650.44	1,741,798.16	724,250.25
169 LIBR BLDG DONATION	27,733.89	6.88	8,672.19	19,068.58	27,718.71
170 LIBRARY GIFTS & MEM	257,710.27	94,492.01	228,163.79	124,038.49	265,384.56
171 DODGE SOLDIERS TR	134,328.29	40.51	-	134,368.80	134,242.89
172 4TH ST PRKG INVEST	51,963.00	-	-	51,963.00	51,963.00
177 FORFEITED ASSETS	53,782.17	2,771.72	734.08	55,819.81	53,782.17
178 FED FOREFEITED ASSET	-	-	-	-	-
179 POLICE CASH PROPRTY MGT	245.25	373.00	523.00	95.25	245.25
<b>TOTAL-SPECIAL REVENUE FUNDS</b>	<b>2,289,485.39</b>	<b>1,397,410.20</b>	<b>1,559,743.50</b>	<b>2,127,152.09</b>	<b>1,257,586.83</b>
<b><u>FIDUCIARY FUNDS ( L )</u></b>					
950 MUNICIPAL HOUSING	10,000.00	410,486.70	480,243.36	(59,756.66)	(51,665.78)
951 SECTION 8	10,000.00	-	-	10,000.00	10,000.00
952 EMPLOYEE SAVINGS BONDS	87.50	4,225.00	4,200.00	112.50	100.00
<b>TOTAL-FIDUCIARY FUNDS</b>	<b>20,087.50</b>	<b>414,711.70</b>	<b>484,443.36</b>	<b>(49,644.16)</b>	<b>(41,565.78)</b>
<b><u>PERMANENT FUNDS ( M )</u></b>					
500 FAIRVIEW CEM PERP	59,919.73	-	-	59,919.73	59,919.73
<b>TOTAL-PERMANENT FUNDS</b>	<b>59,919.73</b>	<b>-</b>	<b>-</b>	<b>59,919.73</b>	<b>59,919.73</b>
<b><u>DEBT SERVICE ( N )</u></b>					
200 DEBT SERVICE	599,264.24	4,279,417.80	6,279,518.62	(1,400,836.58)	4,181,692.36
<b>TOTAL-DEBT SERVICE FUND</b>	<b>599,264.24</b>	<b>4,279,417.80</b>	<b>6,279,518.62</b>	<b>(1,400,836.58)</b>	<b>4,181,692.36</b>

CITY OF COUNCIL BLUFFS  
FUND BALANCES  
WITH COMPARISON TO PRIOR YEAR  
JANUARY 31, 2010

	FUND BALANCE JULY 1, 2009	YEAR-TO-DATE REVENUES	YEAR-TO-DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE JAN 31, 2009
<u>SEWER RENTAL ( P )</u>					
610 SEWER RNTL-OPER & MAINT	1,895,315.91	3,259,859.55	2,977,647.53	2,177,527.93	1,825,403.94
611 SEWER RNTL-EXT & IMPRV	222,528.85	-	-	222,528.85	180,862.20
612 SEWER RNTL-DEPR/EQUIP	151,694.85	-	45,060.30	106,634.55	137,894.45
613 SEWER RNTL-D/S SNK FD	1,423.07	-	58,725.00	(57,301.93)	155,214.72
614 SEWER CAP PRJS-EXT	1,840,442.41	17,764.31	380,126.50	1,478,080.22	1,905,336.16
615 SEWER CAP PRJS-SRF	-	-	186,181.50	(186,181.50)	-
TOTAL-SEWER RENTAL FUNDS	4,111,405.09	3,277,623.86	3,647,740.83	3,741,288.12	4,204,711.47
<u>REFUSE DISPOSAL ( R )</u>					
670 REFUSE DISPOSAL	852,643.42	2,623,187.13	2,564,125.63	911,704.92	754,502.79
TOTAL-REFUSE DISPOSAL FUND	852,643.42	2,623,187.13	2,564,125.63	911,704.92	754,502.79
<u>PARKS FOOD SERVICE ( V )</u>					
685 PARKS FOOD SERVICE	25,716.20	25,349.74	-	51,065.94	-
TOTAL-PARKS FOOD SERV FUND	25,716.20	25,349.74	-	51,065.94	-
<u>INTERNAL SERVICE FUNDS ( X )</u>					
820 INT SERV-IGHCP INS	953,835.86	3,831,893.47	3,850,200.49	935,528.84	961,110.43
821 INT SERV-WK COMP SLF INS	(412,950.92)	-	-	(412,950.92)	(550,263.08)
823 INT SERV-411 BEN (ACTIVE)	436,753.27	-	-	436,753.27	384,107.89
824 INT SERV-PR SINKING	708,798.90	59,336.54	-	768,135.44	673,582.00
825 INT SERV-ARENA CPIMPRV	111,625.14	50,000.00	38,891.00	122,734.14	212,996.59
826 INT SERV-EQUIP DEPR-PW	523,335.25	-	-	523,335.25	432,018.25
TOTAL-INTERNAL SERVICE FUNDS	2,321,397.50	3,941,230.01	3,889,091.49	2,373,536.02	2,113,552.08
<u>CAPITAL PROJECT FUNDS ( Z )</u>					
301 CAP PROJ-MISCELLANEOUS	1,117,997.86	555,459.84	3,173,865.29	(1,500,407.59)	493,220.54
321 CAP PROJ-MISC CD PRJS	(971,703.51)	965,808.52	2,588,334.63	(2,594,229.62)	(650,189.82)
302 CAP PROJ-AVE G VIADUCT	2,063,255.65	30,718.29	524,638.88	1,569,335.06	2,320,216.00
309 CAP PROJ-RAILROAD CROSS	47,445.13	3,617.93	12,782.19	38,280.87	47,445.13
305 CAP PROJ-GO BOND 05-A	-	-	-	-	-
306 CAP PROJ-GO BOND 06	(432,698.39)	150,000.00	318,300.48	(600,998.87)	(427,670.84)
307 CAP PROJ-GO BOND 07-A	2,587,937.16	-	763,454.34	1,824,482.82	3,460,597.54
310 CAP PROJ-EAST BELTWAY	6,314.18	177,976.08	139,840.15	44,450.11	176,425.84
311 CAP PRJ-GO BND METRO XNG	-	-	-	-	-
313 - CAP PROJ-GO BOND 08	2,890,979.48	304,938.70	1,133,084.73	2,062,833.45	3,960,229.28
314 - CAP PROJ-GO BOND 09	5,610,766.54	180,535.49	3,619,899.29	2,171,402.74	-
TOTAL-CAPITAL PROJECT FUNDS	12,920,294.10	2,369,054.85	12,274,199.98	3,015,148.97	9,380,273.67
TOTAL ALL FUNDS	46,930,609.59	59,754,903.21	72,713,987.17	33,971,525.63	41,990,501.06

**CITY OF COUNCIL BLUFFS  
INTER-OFFICE MEMO**

**DATE:** February 10, 2010  
**TO:** Honorable Thomas P. Hanafan, Mayor  
**FROM:** Linda Andersen, Assistant Director of Finance  
**RE:** Cash Balance Statement – January 31, 2010

---

Pursuant to the Code of Iowa, a monthly receipts and disbursements report shall be filed with the City Council. This report, which includes all City funds, shows the following activity from July 1, 2009 through January 31, 2010:

July 1, 2009 Beginning Cash Balance	\$ 46,930,609.59
Receipts to date	59,754,903.21
Expenditures to date	<u>(72,713,987.17)</u>
<u>January 31, 2010</u> Ending Cash Balance	\$ 33,971,525.63

All detail relative to the above figures is available in the Finance Office. City Council action should be to receive and file this report.

Please note that the report presents the prior fiscal year's balance for comparison purposes.

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA  
ATTN: CITY LEGAL DEPARTMENT  
OR CITY CLERK  
209 PEARL STREET  
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. \_\_\_\_\_

## NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: TROY EICHER DAY PHONE: (402) 651 0717

ADDRESS: 2217 WALTON AVE, COUNCIL BLUFFS, IA 51503

DATE & TIME OF LOSS/ACCIDENT: 1/31/10 11:45 AM

LOCATION OF LOSS/ACCIDENT: S. LINDEN AVE. AT TOP OF STREET

DESCRIPTION OF LOSS/ACCIDENT: MULTIPLE DEEP POT HOLES IN STREET. I WAS DRIVING UP STREET & TRIED TO MISS SOME POT HOLES ONLY TO HIT ONE WITH FRONT PASSENGER TIRE CAUSING IT TO SLASH SIDEWALL. TIRE WAS UNREPAIRABLE.

(USE BACK OF FORM, IF NECESSARY)

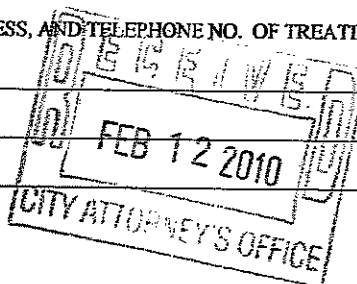
TOTAL DAMAGES CLAIMED: \$ TIRE PURCHASE PRICE = 71.54 / MOUNT & BALANCE = 13.79 (85.33)

WITNESS(ES) (Name(s), Address(es), Phone No(s)) JILL EICHER 2217 WALTON AVE. CB 51503 / DAN EICHER 216 N. LINDEN CB 51503 / KURT AND AMY KINNEY CROWL 127 S. LINDEN CB 51503

WAS POLICE REPORT FILED YES ☒ NO ☐

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

N/A



HAVE YOU RESUMED NORMAL ACTIVITIES? YES ☒ NO ☐

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF PHOTOGRAPHS, ESTIMATES, INVOICES, AND ANY

OTHER RELEVANT INFORMATION: BLOWOUT OF PASSENGER SIDE FRONT TIRE ON SIDEWALL.

LIST INSURANCE PROVIDER AND COVERAGE: STATE FARM INS.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3), CODE OF IOWA)

DATE

2/11/10

CLAIMANT'S SIGNATURE

Troy Eicher



.....  
 LYLE'S DISCOUNT TIRES  
 & SERVICE  
 125 W PIERCE ST  
 COUNCIL BLUFFS, IA 51503  
 712-322-6636

Lyle's Discount Tires Inc.  
 125 W Pierce St  
 Council Bluffs, IA 51503  
 Phone - 712-322-6636 Fax - 712-323-3668

INVOICE  
**44482**  
 Org. Est # 125658

Print Date : 02/11/2010

**C O P Y**  
 02/11/2010 10:03:58  
**Sale:**

Transaction # 4  
 Card Type: VISA  
 Acc: \*\*\*\*\*1350  
 Entry: Swiped  
 Invoice # 3022  
 Total: **13.79**

Device ID: 0504  
 Reference No.:  
 000042599098939  
 Auth.Code: 01118A  
 Respon. AUTH/TKT 01118A  
 Merchant number \*\*\*61273

CUSTOMER COPY

1991 Honda - Accord LX

Lic #: 099RBS

Odometer In :

Unit #:

Odometer Out :

Vin #:

Hat #:

Ref #:

Qty	Sale	Extended	Labor Description	Extended
	0.38	0.38	INSTALL CUSTOMERS TIRE	12.50

[ Technicians : Tire Tech, ]

Org. Estimate \$13.79	Revisions \$0.00	Current Estimate \$ 13.79	Additional Cost	Revised Estimate
-----------------------	------------------	---------------------------	-----------------	------------------

Labor:	12.50
Parts:	0.38
Sublet:	0.00
-----	
Sub:	12.88
Tax:	0.91
Total:	13.79
Bal Due:	\$0.00

[ Payments - Visa - \$13.79 ]

I authorize the above repair work to be done with the necessary material and grant you and/or your employees permission to operate the vehicle described for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Warranty on parts and labor is one year or 12,000 miles whichever comes first. Warranty work is nontransferable and has to be performed in our shop & cannot exceed the original cost of repair. RE TORQUE ALL WHEELS AFTER 25 MILES

SIGNATURE.....

8.C.

Date.....

Time.....

-195-

View This Rack Contact Info Contributions Make This Site

Check Out

### MARK YOUR ORDER

You will receive an order confirmation with an order number by email. You will also be notified once your order has been shipped.

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

#### Billing Address:

Troy Eicher  
2217 Walton Ave.  
COUNCIL BLFS, IA 51503

#### Shipping Address:

Troy Eicher  
2217 Walton Ave.  
COUNCIL BLFS, IA 51503

#### Make Sure You Get Your Order-Related Emails

Add [custsvc@tirerack.com](mailto:custsvc@tirerack.com)  
to your list of approved  
senders.

This will ensure that you  
receive all order confirmation  
and shipment emails, as well  
as correspondence  
pertaining to customer  
service or other purchase-  
related issues.

Items Shipping from South Bend, Indiana BY UPS Ground

Estimated Delivery Date: 02/10/2010 - 02/11/2010

#### TIRES

Item Description	Availability	Qty.	Price Each	Item Total
215/40R16 Sumitomo HTR+ for 1991 Honda Civic Sedan	In Stock	1	\$55.00	\$55.00
Shipping Sub-Total:				\$15.54
Sales Tax:				\$0.00
Excise Tax:				\$0.00
State Waste Tire Fund Fee:				\$0.00
Order Total:				\$71.54

If you have any other questions regarding tires or wheels for your vehicle, please call one of our specialists at 1-888-541-1777.

Find the nearest Tire Rack location near you

	Pacific	Mountain	Central	Eastern
Mon-Fri	6 a.m. to 6 p.m.	6 a.m. to 6 p.m.	7 a.m. to 7 p.m.	8 a.m. to 6 p.m.
Saturday	6 a.m. to 1 p.m.	7 a.m. to 2 p.m.	8 a.m. to 3 p.m.	9 a.m. to 4 p.m.

#### GET OUR EMAILS

Add your email address to our subscriber  
list and stay on the inside track!

#### ABOUT TIRE RACK

[About Us](#)

[Locations](#)

[Contact Us](#)

#### ORDER INFO

[Order Tracking](#)

[Return Policy](#)

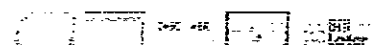
[Payment Info](#)

#### CONNECT WITH US

[Facebook](#)

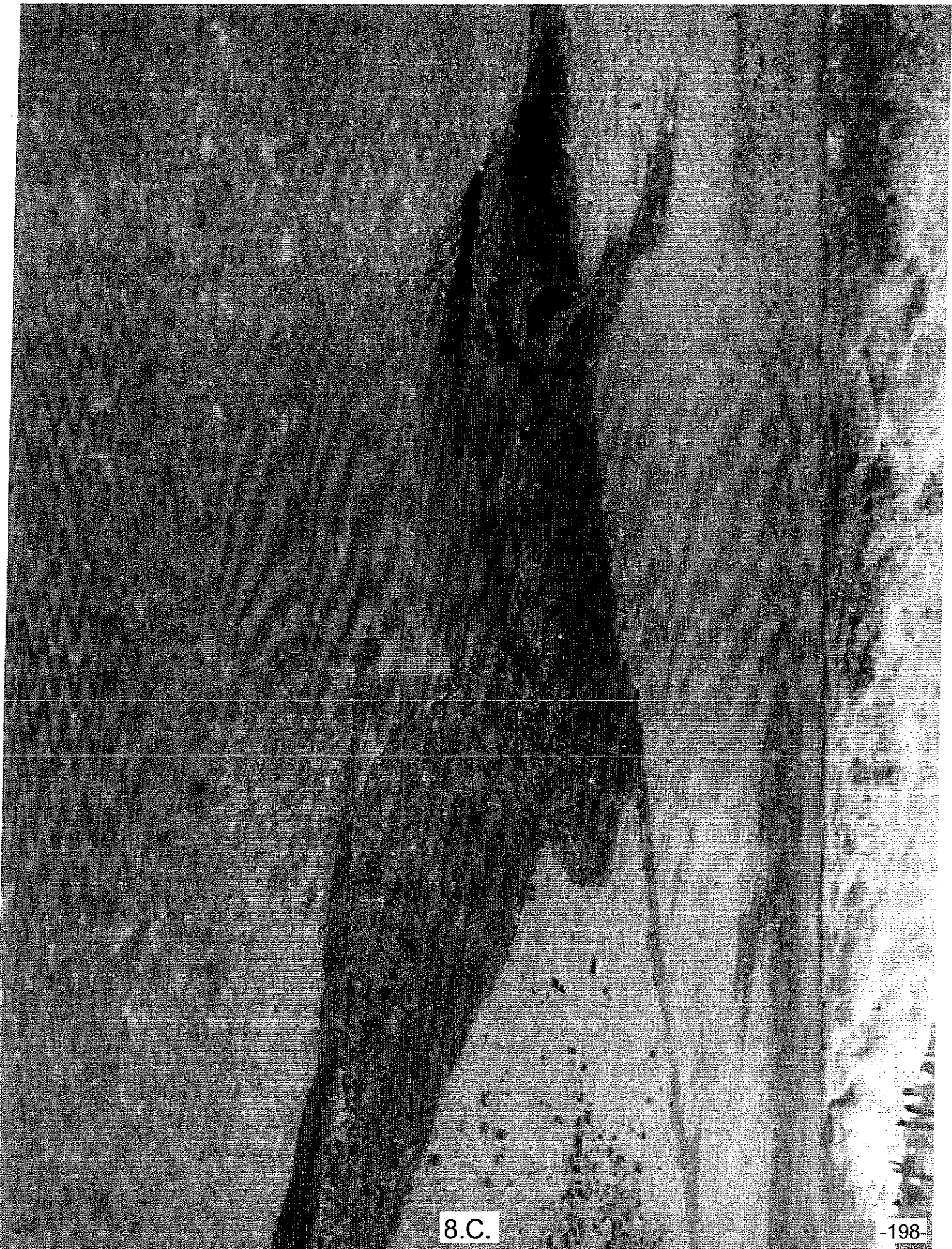
[Twitter](#)

[YouTube](#)



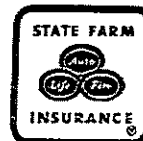






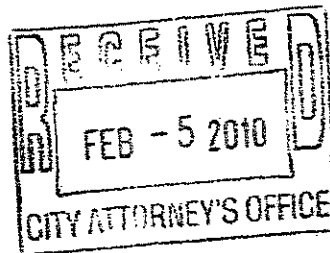
8.C.

# State Farm Insurance Companies



February 3, 2010

City Of Council Bluffs  
209 Pearl St  
Council Bluffs, IA 51503



State Farm Insurance  
PO Box 83106  
Lincoln, NE 68501-3106  
Local: 1-402-327-5575  
Phone: 1-888-248-6961  
Fax: 1-800-423-0474

RE: Claim Number: 27-7852-787  
Our Insured: Craig Smith  
Date of Loss: September 20, 2009  
Total Amount Due: \$3183.80

Dear City Of Council Bluffs:

The information in our file indicates you are responsible for the damage to our insured's vehicle.

By virtue of our payment, we are entitled to recovery of the amount paid on behalf of our insured from you as the responsible party. If you have insurance to protect you for this loss, please refer this letter to your insurance company and call us with your insurance company's name, address and policy number.

If you do not have insurance to protect you for this loss, we request payment of the total amount due within 30 days of the date of this letter.

If you cannot arrange payment in full as requested, please contact us to discuss payment terms. If we do not hear from you within the specified time, we will have no alternative but refer this matter to our attorneys for collection.

If you have any questions, please contact us.

Sincerely,

Claim Representative  
Team #: 6

State Farm Mutual Automobile Insurance Company

For your insurance and financial needs,  
please visit [statefarm.com\(R\)](http://statefarm.com(R))

COUNCIL BLUFFS  
CITY CLERK  
2009 FEB - 5 P 3:50

## OFFER TO BUY CITY PROPERTY

Council Bluffs, Pottawattamie County, Iowa, 9 February

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

401 Park Avenue - Legal: Lot 1, Block 4, Glendale +  
PT O P LT 96 LT 1 + 30' x 7' Strip VAC Ramona St. Adjt.  
Council Bluffs Iowa.

together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at \_\_\_\_\_ per square foot, for a total sum of \$\_\_\_\_\_, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$ SEE (\$) (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$ (See \$) to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

(1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

Construct single family residential  
Home per attached plan

- (2) TAXES. All subsequent taxes shall be paid by Buyers.
- (3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.
- (4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.
- (5) POSSESSION. Buyers are entitled to possession of the described property upon payment of the balance due and receipt of the City Deed.
- (6) REJECTED OFFER. If this offer is rejected by the City Council of the City of Council Bluffs, Pottawattamie County, Iowa, it shall become null and void and all payments shall be repaid to the Buyers.
- (7) DEED. Upon payment of the purchase price, the City shall convey title by City Deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer and delivery of deed.

(8) OTHER PROVISIONS: Purchase the property and  
develop it per the attached Plan.

Community Housing  
Investment Corporation  
Buyer

President

Title

532 First Ave. Suite 310

Address

(712) 328-6602

Telephone

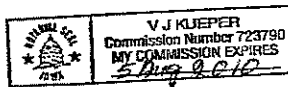
Karen S. Anderson, Pres.  
~~Buyer's Spouse~~  
Karen S. Anderson

STATE OF IOWA )  
COUNTY OF ) SS.  
POTTAWATTAMIE )

On this 8 day of February, 2010, before me, the undersigned, a  
Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_,  
to me known to be the identical persons named in and who executed the within and foregoing  
instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same  
as their voluntary act and deed.

V. J. Kueper

Notary Public in and for said State



Community Housing Investment Corporation (CHIC)  
Purchase Contract Addendum  
8 February 2010  
401 Park Avenue  
Residential Development Plan

1. Purchase price to be \$25,000 upon the following terms:
  - a. CHIC to pay the City the amount it has invested in acquiring the property (Approximately \$6,000)
  - b. City to loan CHIC the balance (Approximately \$19,000) and forgive it upon CHIC constructing a single family home as evidenced by the issuance of a certificate of occupancy within 48 months of the date of this contract.
2. CHIC proposes to develop a 3-4 bedroom 2-3 bath home with 1,500 finished square feet and a two car build in or attached garage. The construction will be slab on grade and designed to reflect the architectural styles in the neighborhood.
  - a. CHIC will contract with a builder to construct the home. The design is subject to Community Development Department approval and will incorporate energy green technology and practices.
  - b. The home will be offered to buyers who have an income not to exceed 125% of the HUD area median income for household size.
  - c. The projected value of the home will be \$155,000 to \$165,000 and CHIC will underwrite the construction cost to sell the home for a price that is \$10-20,000 below the appraised value by carrying a forgivable interest and payment free second mortgage. The buyer will receive the discounted price by residing in the home for a set period of time, 5 to ten years, and have a portion forgiven each year similar to the current Infil process.



OFFER TO BUY CITY PROPERTY COUNCIL BLUFFS  
CITY CLERK

Council Bluffs, Pottawattamie County, Iowa, 8 February 2010 FEB -8 P 4:10

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

Vacant lot on Benton Street. legal: Section 25-75-41  
AUD SUB PT 5 1/2 NE EXC TRI LT 13.  
(Approximate ly 1620 SqFT.

together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at \_\_\_\_\_ per square foot, for a total sum of \$ \_\_\_\_\_, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$ (see 8) (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$ (see 8) to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

(1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

Construct single family residential  
Home per IDFTL program requirements.

- (2) TAXES. All subsequent taxes shall be paid by Buyers.
- (3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.
- (4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.
- (5) POSSESSION. Buyers are entitled to possession of the described property upon payment of the balance due and receipt of the City Deed.
- (6) REJECTED OFFER. If this offer is rejected by the City Council of the City of Council Bluffs, Pottawattamie County, Iowa, it shall become null and void and all payments shall be repaid to the Buyers.
- (7) DEED. Upon payment of the purchase price, the City shall convey title by City Deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer and delivery of deed.

(8) OTHER PROVISIONS: Purchase price to be the  
Amount The City has invested in  
Acquiring the property (Approximately \$5,100)  
Sale contingent upon CHIC Acquiring  
the adjacent lot from MBI INC and  
receiving City approvals necessary to  
combine the two parcels to create  
a buildable lot, MBI INC parcel  
Number 7544 25 256 020.

Community Housing  
Investment Corporation  
Buyer

President  
Title

Karen S. Anderson, Pres.  
Buyer's Spouse  
Karen S. Anderson

532 First Ave, Suite 310  
Address

(712) 328 - 6602  
Telephone

STATE OF IOWA )  
COUNTY OF ) SS.  
POTTAWATTAMIE )

On this 8 day of February, 2010, before me, the undersigned, a  
Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_,  
to me known to be the identical persons named in and who executed the within and foregoing  
instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same  
as their voluntary act and deed.

V. J. Kueper  
Notary Public in and for said State





# UNIFORM PURCHASE AGREEMENT



January 18<sup>th</sup>

2010

We, the undersigned Ace Realty, LLC  
hereby offer to purchase the real property locally known as 431 and 435 Park Avenue  
Council Bluffs, Iowa. Zip 51501 County Pott.

Subject to and together with any reasonable easements, zoning restrictions, restrictive covenants and mineral reservations of record, if any, and agree as follows:

1. The purchase price shall be \$ 35,000 and the method of payment to be as follows:  
\$ 1,000, upon acceptance, deposited with the Listing Broker to be used as  
earnest deposit and the balance of the purchase price as designated below. Select (A) or (B).

~~A. NEW MORTGAGE: This agreement is contingent upon the Buyers obtaining a \_\_\_\_\_ Loan.  
Application to be made within \_\_\_\_\_ working days from the acceptance of this Agreement at \_\_\_\_\_  
Lender. Mortgage not to exceed \$ \_\_\_\_\_ with note interest at \_\_\_\_\_ % or less for \_\_\_\_\_ years. Monthly  
principal and interest payments to be approximately \$ \_\_\_\_\_. Buyer to pay the balance of the purchase price in  
cash at closing. If Buyer has not obtained a written commitment on or before \_\_\_\_\_ the Seller has the right to declare  
this offer null and void.~~

B. CASH OR OTHER FINANCING TERMS: CASH

2. **CONDITION OF PROPERTY:** The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. The BUYERS shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. BUYERS shall choose one of the following alternatives relative to the condition and quality of the property:

A. \_\_\_\_\_ Within five working days after the final acceptance date BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical or other deficiencies. Within this same period, the BUYERS shall notify in writing the SELLER'S agent, of any deficiencies the BUYERS request to have the SELLERS correct. The SELLER'S agent shall immediately notify the BUYER'S agent in writing of what steps if any, the SELLERS will take to correct the deficiencies prior to closing. The BUYERS shall then immediately in writing, notify the SELLER'S Agent that (1) such steps are acceptable, in which case the Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS. In the event, that the inspection is not done within the specified time frame, the BUYERS acknowledge that they are accepting the property in its existing condition.

B. ☒ BUYERS acknowledge that they have made a satisfactory inspection of the property and are purchasing the property in its existing condition.

C. \_\_\_\_\_ **NEW CONSTRUCTION:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within \_\_\_\_\_ days of final acceptance of this Agreement, new construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The BROKER and its agents make no warranties as to the quality of construction or materials.

3. **WARRANTY PLAN:** (initial one) Purchaser has been advised of the availability of home warranty plan.

\_\_\_\_\_ Purchaser has been advised of the availability of a home warranty and will make their decision during the 5 day inspection period in paragraph 2A.

\_\_\_\_\_ Seller to provide warranty coverage to be paid by seller at closing in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_ Purchaser will provide warranty coverage if so desired.

☒ Purchaser declines warranty coverage.

Buyer(s) [Signature] and Seller(s) \_\_\_\_\_ acknowledge they have read this page.  
(Initial) (Initial)

4. PROPERTY INSPECTION ACKNOWLEDGEMENT: (Initial one) Purchaser has been advised of the availability of professional home inspections.

\_\_\_\_\_ Purchaser has been advised of the availability of a home inspection and will make their decision during the 5 day inspection period in paragraph 2A.

\_\_\_\_\_ Purchaser elects to have professional inspection. Vendor to be: \_\_\_\_\_

☒ Purchaser declines a professional home inspection.

5. POSSESSION AND CLOSING: Possession is to be given on See Addendum #7 A.M./P.M. Adjustment of interest, rents and all charges attributable to the SELLER'S possession are to be made of like date. Closing date to be \_\_\_\_\_. If for any reason possession is before or after the day of closing the parties shall make a separate agreement with adjustments as of the date of possession. THIS TRANSACTION SHALL BE CONSIDERED CLOSED UPON FILING OF DOCUMENTS AND RECEIPT OF ALL FUNDS BY THE BROKER.

6. TAXES:

A. ☒ The SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable on the date of closing.

B. ☒ The SELLERS shall pay their pro-rated share, based upon date of closing of the real estate taxes for the fiscal year in which closing occurs due and payable in the subsequent fiscal year. The BUYERS shall be given a credit for such pro-ration at closing based upon the last known actual real estate taxes payable according to public record. (However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of closing, such pro-ration shall be based on the current millage and the assessed value as shown by the Assessor's Records on the date of closing. In the event of such partial assessment, it shall be the duty of the SELLERS to so notify the BUYERS and BROKER.)

7. INCLUDED PROPERTY: Included with the property shall be all fixtures that belong to, are specifically adapted to or are a part of the real estate, whether attached or detached such as: attached wall to wall carpeting, built-in appliances, light fixtures (including light bulbs), ceiling fans, water softeners (if not a rental) shutters, shades, rods, blinds, venetian blinds, awnings, storm doors, screens, television antennas, door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, shelving, gates, bushes, trees, shrubs, and plants. \_\_\_\_\_

8. SELLERS shall provide an abstract of title \_\_\_\_\_ Yes \_\_\_\_\_ No ☒ If available

9. Other provisions to be provided for in this agreement are as follows: \_\_\_\_\_

10. BUYERS agree to pay a closing fee of \$ 195.00 to Key Real Estate unless Purchaser is obtaining financing which restricts buyer paying this fee, then such costs of the closing shall be paid by the SELLERS.

11. SPECIAL ASSESSMENTS: The SELLERS shall pay in full all special assessments that are certified as lien on the public record at closing, except for REIDS which shall be negotiated. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the SELLERS. All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to SELLERS possession shall be paid by SELLERS. If SELLERS have received notification or have knowledge of any assessments on their property they must be disclosed to the BUYER.

12. DUTIES OF PARTIES:

A. The BROKER, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, or income potential. They must respond to all questions of the BUYERS' accurately and must disclose MATERIAL DEFECTS about which they have knowledge. The BROKER, its agents, employees, and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

Buyer(s) [Signature] and Seller(s) \_\_\_\_\_ acknowledge they have read this page.  
(Initial) (Initial)

2 of 4

B. SELLERS and BUYERS acknowledge that the SELLERS of real property have a legal duty to disclose MATERIAL DEFECTS of which the SELLERS have actual knowledge and which a reasonable inspection by the BUYERS would not reveal.

13. **TERMITE INSPECTION:** BUYER, at their expense shall have the property inspected for termites or other wood destroying insects by a licensed inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLER shall have the option of either having the property treated for infestation by a licensed pest exterminator and having any damage repaired with Buyers written approval or canceling this Agreement. Buyer agrees to accept the property after treatment and repairs. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages except where required by lender. Provided however, BUYER may accept the property in its existing condition without such treatment or repairs.

14. **SURVEY:** The BUYERS, may, prior to closing, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

15. **RENTAL PROPERTY:** If subject property is going to be a rental property, buyer is responsible to investigate and understand any housing codes that may apply. Buyer is responsible to register with the city with the rental registration and inspection program, within 30 days from when property is ready to rent.

16. **INSURANCE:** SELLERS shall bear the risk of loss or damage to the property prior to closing. SELLERS agrees to maintain existing insurance and BUYERS may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void if BUYERS desire. BUYERS, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

17. **JOINT TENANCY:** If SELLERS' title is held in joint tenancy this Agreement shall not sever such joint tenancy. If BUYERS are husband and wife, their interest hereunder shall be held in joint tenancy unless otherwise specifically indicated.

18. **TITLE INSURANCE OR ABSTRACT:** The SELLERS agree to perfect the title so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the BROKER.

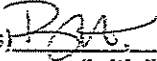
A. ( ☒ ) BUYERS choose to use Midwest Title - Des Moines for title insurance in which case the costs shall be equally divided between SELLER and BUYER.

B. ( ☐ ) BUYERS choose to have an attorney's opinion in which case the SELLERS, at their cost, shall have the abstract continued to and including the date of acceptance of this Agreement and delivered to an attorney selected by BUYERS for an opinion at BUYER'S cost.

19. **REMEDIES OF THE PARTIES:** If the SELLERS fail to fulfill this Agreement they will pay the BROKER the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLERS agree to pay the costs and reasonable attorney fees, and a receiver may be appointed. BROKER may maintain an action at law against SELLERS for the collection of BROKER'S commission. If the BUYERS fail to fulfill this Agreement, SELLERS may forfeit this agreement as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLERS may proceed by any action at law or in equity. The BUYERS agree to pay costs and reasonable attorney fees, and any other expenses incurred by the SELLERS, and a receiver may be appointed. SELLER and BUYER understand that the earnest deposit held in trust can only be released through agreement of both parties, the closing of this transaction, or by a court order.

20. **RELEASE OF INFORMATION:** BUYERS and SELLERS authorize the release by Broker and/or its agents of price, financing and property information regarding the purchase of this property to the Multiple Listing Service of the Southwest Iowa Association of REALTORS® Inc., its participants and government entities, upon closing.

21. **FUNDS:** It is agreed that at time of closing, funds of the purchase price may be used to pay taxes and other liens, same to be handled under supervision of the Listing BROKER and subject to approval of BUYERS' attorney on title questions needed to produce marketable title.

Buyer(s)  and Seller(s) \_\_\_\_\_ acknowledge they have read this page.  
(Initial) (Initial)

3 of 4

Revised: 7/5/07

22. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective Parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

23. **LOAN PROCESS:** The Buyer hereby gives the Seller permission to monitor the loan process.

24. **CLOSING FUNDS:** At closing, buyers shall have cash or it's equivalent, which shall include, but not be limited to cashier's check, certified check, or money order.

25. **CASH OFFERS:** Buyers will pay the balance of the Purchase Price in cash, certified check or cashiers check at the time of closing with adjustment for closing costs. This Agreement is not contingent upon buyers obtaining such funds.

26. **INTEREST ON TRUST ACCOUNT:** If agreed to by broker, interest on trust account shall be directed to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed or mutually agreed in writing by both Buyer and Seller.

If this offer is not accepted on or before Jan. 19th at 5:00 A.M./P.M. it shall become null and void and all payments shall be repaid to the BUYERS without liability on the part of the BROKER to either party. **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.** When accepted, this Agreement shall become a binding contract. By signing below, the Buyer and Seller confirm that written disclosure of representation was provided to them before signing of the transaction contract. The issue of Agency (who represents the Buyer and Seller), the issue of lead-based paint and the property condition report are addressed on separate addendums which must be attached to this document.

[Signature]  
Buyer Signature

BROOKE HUBBARD  
Print Name

Jan. 18th. 2010  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ACCEPTANCE:** We the SELLERS, hereby accept this offer this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ and agree to pay the Listing BROKER, a commission as provided in the listing contract. In the event of a counter offer, BUYER and SELLER understand that the SELLER has the right to accept any other offer that may be presented to them until the counter offer has been accepted by the BUYER and the agreement acknowledged and returned to the SELLER'S Listing Agent.

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

SELLING AGENT BROOKE  
PHONE: 402-490-0885

COMPANY KEY

The REALTOR negotiating this agreement is a member of the Southwest Iowa Association of REALTORS® and as such governed by its CODE OF ETHICS AND RULES OF BUSINESS.

Southwest Iowa Association of REALTORS®, INC.  
500 South 8th Street, Council Bluffs, Iowa 51501

4 of 4

ADDENDUM TO PURCHASE AGREEMENT

If reference to Agreement of Sale between ACE REALTY LLC

the Purchaser, and \_\_\_\_\_,

the Seller, dated January 18<sup>th</sup> 2010 covering the real property  
commonly known as 431 and 435 Park Ave.

Cornell Bluffs IA 51501

the undersigned Purchaser and Seller hereby agree to the following:

1). BROOKE HUBBARD is a licensed Real Estate  
Agent in the state of Iowa. She is also  
50% owner of Ace Realty LLC.

2). This Agreement is Contingent upon the buyers  
meeting with the City Building official and  
looking at the requirements the city has for the  
two properties.

3). From the day the offer is accepted the  
buyers have 48 hours to meet the city official.  
If Ace Realty accepts the terms the city gives  
then the buyers will close as soon as the is free  
and clear.

The herein agreement, upon its execution by both parties, is herewith  
made an integral part of the aforementioned Agreement of Sale.

Dated January 18<sup>th</sup> 2010

Dated \_\_\_\_\_

Bruce Bell Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

Witness Bruce Bell Agent

Witness \_\_\_\_\_ Agent

## 2010

# Salvage Yard License Application

Business Name: Nogers Auto

Date: 1/1/10

Business Address: 2105 Vet Mem Hwy

Phone: 366 2222

Owners Name: Earl L. Rogers

Address: 15211 Pinchot St Dr

Phone: 328/669

Type of Business: ✓ Firm

**If Corporation, List Officers:**

## Partnership

**Corporation**

**Note:** If foreign corporation, proof must be attached showing capability of doing business in Iowa.

**Legal Description Of The Property:**

**Total Area (Square Feet) Available For Business Location (fenced-in areas inclusive of any buildings):**

**Will Retail Sales Be Made On Premises?** ☒ Yes ☐ No

### **Nature And Type Of Salvage Equipment:**

**What Is Zoning At This Location?** INDUSTRIAL

**Has Conditional Use Been Granted Under City Ordinance?**

**Yes**

No

**Not Applicable**

**If Yes, Give Date:**

**If No, Give Date For Zoning Board Of Adjustment Consideration:**

1. Gary L. Rogers

**Do Hereby Affirm That All Of The Above**

**Information Is True And Correct To The Best Of My Knowledge.**

**Signature Of Applicant**

**(Fee must accompany application)** 0 - 5,000 sq. ft. - **\$50.00** 5,001 - 10,000 sq. ft. - **\$100.00** 10,001 - 20,000 sq. ft. - **\$150.00**  
20,001+ sq. ft. - **\$200.00** **Renewal fee - same as original fee**

### Consolidated Comments Of Fire, Zoning, Building and Health Officials:

**Recommendation To Council Pertaining To Issuance Of License:**

**Approve**

## Deny

DATE OF ORDER PLACED

Date / Time : 02/16/10 16:53

**Approve:**

[illegible]

**Deny not** #

19894a

Charles Stewart Galt, 1892

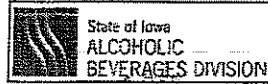
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## Donn Dierks Public Health Director

8.E.

-210-





- About
- Alcohol
- Tobacco
- Links
- Contact

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CITY CLERK'S OFFICE  
POLICE 10  
FIRE 11  
HEALTH 12  
BUILDING 13  
ZONING 14

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
------	----------------	--------------	---------------------	-------------------------	--------------	--------

- > License
- > Privileges
- > Applicant
- > Status Of Business
- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Bond Cert
- > Local Endorse
- > History

## Applicant LE0000824, Ameristar Casino Council Bluffs Inc, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Ameristar Casino Council Bluff (Sole Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	Ameristar Casino Council Bluffs Inc		
Address of Premise:	2200 River Rd		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51501-1768		
Business Phone:	(712) 328-8888	Cell / Home Phone:	
<input type="checkbox"/> Same Address			
Mailing Address:	2200 River Rd		
Mailing Address Line 2:			
City:	Council Bluffs	State:	Iowa
Zip:	50501		
Contact Name:	Diane		
Phone:	(712) 328-8888	Email Address:	dianne.jacobsen@ameristar

[Prev](#)

[Next](#)

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### Contact Us

Iowa Alcoholic Beverages Division  
1915 SE Hulstzer Road, Ankeny, IA 50021  
Toll Free 866.IowaABD (866.469.2223)  
Local 515.281.7400

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- About
- Alcohol
- Tobacco
- Links
- Contact

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 POLICE     
 FIRE     
 HEALTH     
 BUILDING     
 ZONING   

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
------	----------------	--------------	---------------------	-------------------------	--------------	--------

> License

> Privileges

> Applicant

> Status Of Business

> Ownership

> Criminal History

> Premises

> General Premises

> Applicant Signature

> Dram Cert

> Local Endorse

> History

### Applicant LC0034401, Cellar 19 Wine & Deli, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Blue River Management, Inc.	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Cellar 19 Wine & Deli	
Address of Premises:	928 Valley View Village	
Address Line 2:		
City:	Council Bluffs	
County:	Pottawattamie	
Zip:	51503	
Business Phone:	(712) 323-9463	Cell / Home Phone:
<input type="checkbox"/> Same Address		
Mailing Address:	18314 Jaylen Drive	
Mailing Address Line 2:		
City:	Council Bluffs	State: Iowa
Zip:	51503	
Contact Name:	Jon Nelson	
Phone:	(402) 321-3337	Email Address: jnelson@cellar19.com

Prev

Next

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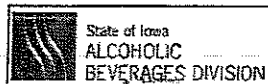


#### Contact Us

Iowa Alcoholic Beverages Division  
 1918 SE Hulsizer Road, Ankeny, IA 50021  
 Toll Free 866.IowaABD (866.466.2223)  
 Local 515.281.7400

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- About
- Alcohol
- Tobacco
- Links
- Contact

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CITY CLERK'S OFFICE  
POLICE 10  
FIRE 10  
HEALTH 10  
BUILDING 10  
ZONING 10

Help License Search License List On-Demand Reporting Keg Registration Search User Profile Logoff

> License

> Privileges

> Applicant

> Status Of Business

> Ownership

> Criminal History

> Premises

> General Premises

> Applicant Signature

> Dram Cert

> Local Endorse

> History

## Applicant LB0001781, Holiday Inn Hotel & Suites, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Kineth Hotel Corporation (Sole Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	Holiday Inn Hotel & Suites		
Address of Premise:	2202 River Road		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51501-0000		
Business Phone:	(712) 322-5059	Cell / Home Phone:	
<input type="checkbox"/> Same Address			
Mailing Address:	2 Quail Creek Circle		
Mailing Address Line 2:			
City:	North Liberty	State:	Iowa
Zip:	52317		
Contact Name:	Bruce		
Phone:	(319) 626-6600	Email Address:	mschultz@kineth.com

Prev

Next

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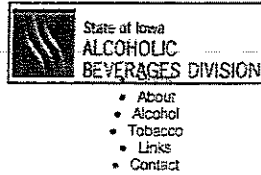


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Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logout
------	----------------	--------------	---------------------	-------------------------	--------------	--------

- > License
- > Privileges
- > Applicant
- > Status Of Business
- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Dram Cert
- > Local Endorse
- > History

### Applicant LC0034376, Islamorada Fish Company, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant:	Bass Pro Outdoor World, LLC (Sole Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	Islamorada Fish Company		
Address of Premise:	2911 27th Ave.		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51501		
Business Phone:	(417) 873-5000	Cell / Home Phone:	
<input type="checkbox"/> Same Address			
Mailing Address:	2500 E. Kearney St.		
Mailing Address Line 2:			
City:	Springfield	State:	Missouri
Zip:	65595		
Contact Name:	Bob Barratt		
Phone:	(417) 873-4306	Email Address:	barratt@basspro.com

[Prev](#)

[Next](#)

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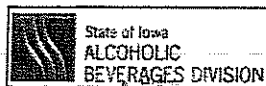


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- About
- Alcohol
- Tobacco
- Links
- Contact

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Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logout
------	----------------	--------------	---------------------	-------------------------	--------------	--------

> License

> Privileges

> Applicant

> Status Of Business

> Ownership

> Criminal History

> Premises

> General Premises

> Applicant Signature

> Dram Cert

> Local Endorse

> History

### Applicant LC0031811, Riverside Grille, Council Bluffs

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Name of Applicant:	Prime, L.L.C.	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Riverside Grille	
Address of Premise:	2 Hannah's Blvd	
Address Line 2:		
City:	Council Bluffs	
County:	Pottawattamie	
Zip:	51501	
Business Phone:	(712) 328-7079	Cell / Home Phone:
Same Address		
Mailing Address:	2 Hannah's Blvd	
Mailing Address Line 2:		
City:	Council Bluffs	State: Iowa
Zip:	51501	
Contact Name:	Ward	
Phone:	(712) 328-7079	Email Address: rsgrille@aol.com

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Next

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#### Contact Us

Iowa Alcoholic Beverages Division  
 1918 SE Hulsizer Road, Ankeny, IA 50021  
 Toll Free 866.IowaABD (866.469.2223)  
 Local 515.281.7400

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To the city council of Council Bluffs-

Hi my name is Brad Trede, I moved to Council Bluffs from Treynor in April of 2009. Over the summer of 2009 I was able to get back into biking, running and rollerblading. Therefore, I was hoping I could get the city council to take a look at a new project on Ave A. Currently Ave A from 16<sup>th</sup> St to 37<sup>th</sup> St is two lanes one way to the west with a parking lane on both sides. What I'd like to see you all look at for me is turning one of the inside lanes into a bicycle/pedestrian lane which would be two way. Having a bicycle/pedestrian lane would come within two blocks of connecting the two parks; Broadway Park at 14<sup>th</sup> and Ave A and Trolley Park at 28<sup>th</sup> and Ave A. Also, this past summer Council Bluffs was praised by the Ragbrai crowd for the numerous bike trials. Converting this lane would reinforce this feeling and it wouldn't cost much more than changing some road signs, which could be sponsored by local Council Bluffs businesses. With this kind of attention to Ave A it may even encourage homeowners to take better care of their property. *Students from TJ would also benefit!*

Thanks for your time,

Bradley Trede

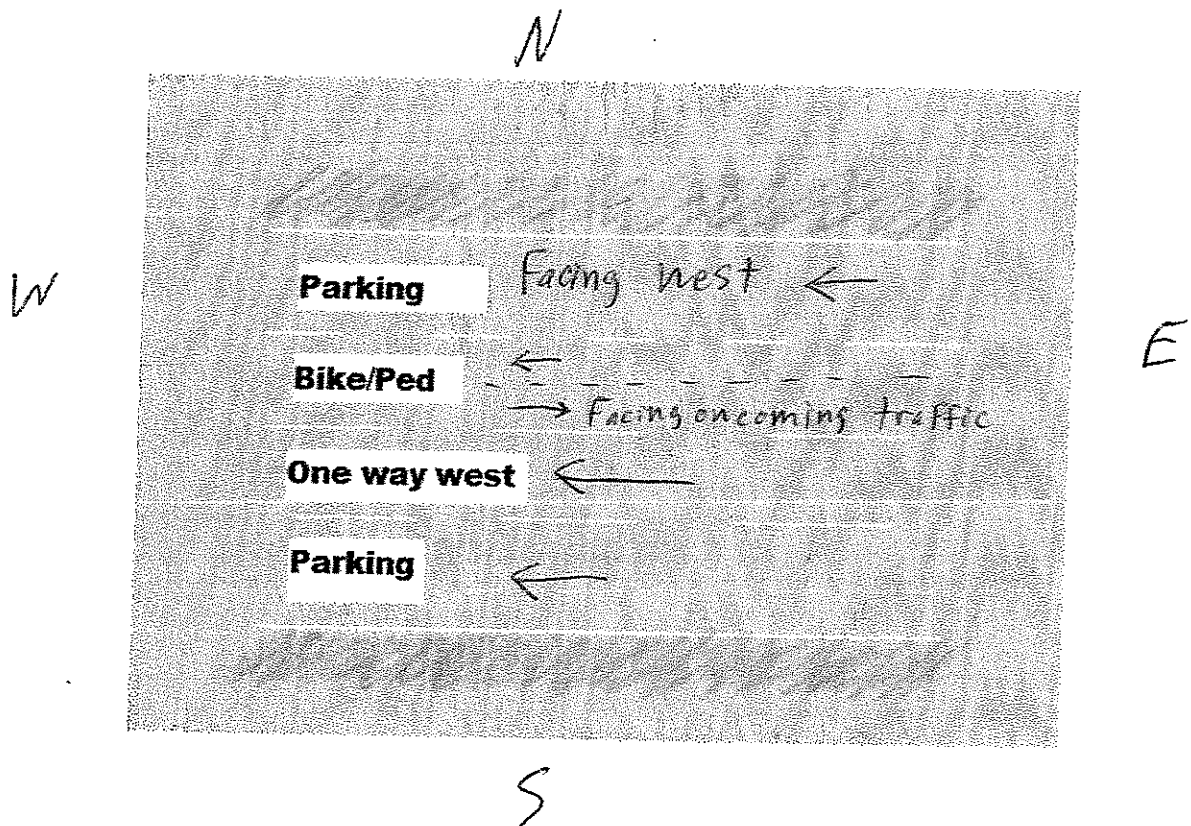
1400 Ave D

Council Bluffs, Ia 51501

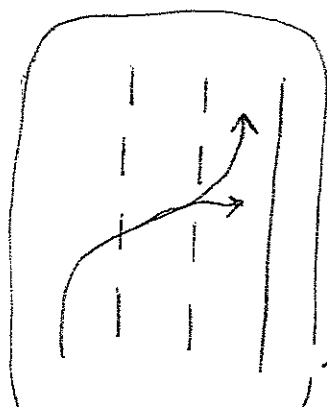
ph. 402.680.  
8803

COUNCIL BLUFFS  
CITY CLERK  
2010 FEB - 5 P 3:59

There's probably a better way to arrange the four lanes, I used this as an example.



Road sign example to park on the North side of Ave A.



Westbound traffic would have to cut over two lanes to park.